



IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

2 1/2

PATENT APPLICATION

Applicant(s): **STRINGER-CALVERT et al.** Atty. Docket No. **100696.0011US1**
Serial No.: **10/089,393** Group Art Unit:
I.A. Filing Date: **December 6, 2000** Examiner:
Title: **SYSTEMS AND METHODS FOR
NEGOTIATED RESOURCE UTILIZATION**

Commissioner for Patents
Washington, D.C. 20231

Sir:

**REVOCATION OF PREVIOUS POWER
OF ATTORNEY AND NEW APPOINTMENT**

The undersigned assignee of the above-identified application hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent and Trademark Office connected therewith and with full power of substitution and revocation:

Raymond R. Moser, Jr.; Reg. No. 34,682; Kin-Wah Tong, Reg. No. 39,400;
Eamon J. Wall, Reg. No. 39,414; Steven M. Hertzberg, Reg. No. 41,834; Robert
Brush, Reg. No. 45,710; Frank Tolin, Reg. No. 50,765; and Edward E. Davis,
Reg. No. 35,112.

CHANGE OF CORRESPONDENCE ADDRESS

Please change the correspondence address for the above-identified application to:

Moser, Patterson & Sheridan, LLP
595 Shrewsbury Avenue – Suite 100
Shrewsbury, New Jersey 07702

Please direct all telephone calls to: Kin-Wah Tong, telephone # (732) 530-9404

Please change the Attorney Docket No. to: **SRI/4402-2**

**CERTIFICATE UNDER 37 C.F.R. § 3.73(B)**

SRI International, a not-for-profit organization of the State of California, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an Assignment from the inventors in the above-identified patent application. A copy of this Assignment is attached hereto and is being concurrently filed with the Recordation Branch of the United States Patent and Trademark Office.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Respectfully submitted,

Date: 11/18/02

EDWARD E. DAVIS, Assistant Secretary

SRI International
333 Ravenswood Avenue
Menlo Park, CA 94025
Telephone No.: 650-859-3115

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- | | | | |
|----|--|----|---|
| 1) | David W. J. Stinger-Calvert
1436 Bergin Placer
Santa Clara, CA 95051 | 3) | Patrick D. Lincoln
160 Sunrise Drive
Woodside, CA 94062 |
| 2) | Steven Mark Dawson
423 Waverley Street
Menlo Park, CA 94025 | | |

(hereinafter referred to as Assignors), have invented a certain invention entitled:

SYSTEMS AND METHODS FOR NEGOTIATED RESOURCE UTILIZATION

for which we have filed an application for a Patent of the United States on December 6, 2000, Serial No. 10/089,393; and

WHEREAS, SRI International, a not-for-profit organization of the State of California, having a place of business at 333 Ravenswood Avenue, Menlo Park, CA 94025 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for

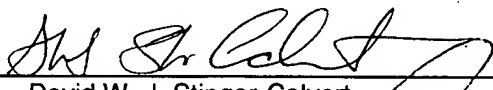
legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 25 October, 2002



David W. J. Stinger-Calvert

2) 4 November, 2002



Steven Mark Dawson

3) 2002-11-01, 2002



Patrick D. Lincoln